



APPENDIX D TO DIR CONTRACT NO. DIR-TSO-3149 PER AMENDMENT NO. 1

DocuSign Service & Support Level Commitment (“SLA”)

1. Description of Services Covered

This Service and Support Level Commitment (“SLA”) covers the following service levels in relation to the Subscription Service: availability, problem response support, problem resolution support, and system performance. All capitalized terms used but not defined in this SLA shall have the respective meanings given to them in the associated DocuSign Corporate Subscriber Terms and Conditions or Master Services Agreement.

2. Definitions

“**Excusable Downtime**” means monthly scheduled maintenance that allows DocuSign to perform maintenance or repairs, or to add or enhance features of the Subscription Service. Unless otherwise notified to Subscriber, the Excusable Downtime will occur during the time periods described at trust.docusign.com. Generally, maintenance is performed the first Friday of each month between the hours of 9pm PST and 11pm PST.

“**Function/Functionality**” means a material feature or functionality described in the Subscription Service Specifications.

“**Scheduled Uptime**” means the hours for which the Subscription Service is designed to be available for access by Subscriber (excluding Excusable Downtime).

“**Service Level Credits**” mean credits against amounts payable by Subscriber to DocuSign for the Subscription Service. Service Level Credits are computed as a percentage of the pro-rated fees for the Subscription Service for the calendar month in which the applicable Service Level(s) was breached. Per use charges, such as ID check, are not subject to Service Level Credits.

“**Subscription Service Availability**” means the percentage of time that the Subscription Service is in service and fully available for access and data input by Subscriber, and is calculated as follows: for each month, the aggregate amount of actual uptime expressed as a percentage of the Scheduled Uptime (i.e. Subscription Service Availability = Actual Uptime/Scheduled Uptime).

3. Response & Resolution Service Levels

DocuSign shall target the Key Performance Indicators for Scheduled Uptime and Subscription Service Availability described in the table below. However, Service Level Credits will be owed by DocuSign to Subscriber only if DocuSign fails to meet the service availability thresholds set forth in section 5.1 below.

Service	Key Performance Indicators
Scheduled Uptime	24 hours per day, 7 days per week, 52 weeks per year (excluding Excusable Downtime)
Subscription Service Availability	99.9%

4. Problem Response & Resolution Service Levels

DocuSign will respond to and resolve problems identified by Subscriber as set forth below. These Service Levels are not applicable to known bugs or non-reproducible errors.

Problem Severity Level	Response Time	Resolution Time
Level 1: The Subscription Service is not available for use, including any Function that is required to complete the signing or sending of an Envelope.	DocuSign will respond to and DocuSign's senior engineers will commence efforts to fix Level 1 problems within 15 minutes after Subscriber reports such problem or DocuSign's detection of such problem, whichever is earlier.	DocuSign will use commercially reasonable efforts, twenty-four (24) hours per day, seven (7) days per week, to resolve or provide Subscriber with an acceptable work-around for the applicable Level 1 problem.
Level 2: A Function is unavailable but does not prevent the completion of the signing or sending of an Envelope.	DocuSign will respond to and will commence efforts to fix Level 2 problems no later than eight (8) business hours after Subscriber reports such problem or DocuSign's detection of such problem, whichever is earlier.	DocuSign will use commercially reasonable efforts, during normal business hours, to resolve or provide Subscriber with an acceptable solution for the Level 2 problem within seven (7) calendar days after Subscriber reports such problem or DocuSign's detection of such problem, whichever is earlier.
Level 3: A Function is impaired but does not prevent the completion of the signing or sending of an Envelope.	DocuSign will respond to Level 3 problems within seventy-two (72) hours for Premier Support Subscribers and within one hundred twenty (120) hours for Plus Support Subscribers, after Subscriber reports such problem or DocuSign's detection of such problem, whichever is earlier.	DocuSign will resolve or provide Subscriber with a reasonably acceptable work-around for the Level 3 problem within sixty (60) calendar days for Premier Support Subscribers and within one hundred twenty (120) calendar days for Plus Support Subscribers, after Subscriber reports such problem or DocuSign's detection of such problem, whichever is earlier. DocuSign will provide a permanent fix in the next Update.

5. Service Level Credits

- 5.1 The table below sets forth Service Level Credits to which Subscriber will be entitled to the extent certain Service Levels for the Subscription Service are breached, and such breach is not otherwise excused hereunder. In order to be entitled to Service Level Credits, Subscriber must provide DocuSign with written notice no later than the end of the Term during which the breach occurred:

Subscription Service unavailable in a calendar month for more than...	OR Response Time More Than...				THEN Service Level Credit of...
	Level 1	Level 2	Level 3		
			Premier Support	Plus Support	
1.5 hours	1 hour	8 hours	72 hours	120 hours	5%
4.5 hours	2 hour	16 hours	96 hours	144 hours	10%
9.0 hours	4 hour	24 hours	120 hours	168 hours	15%

- 5.2 The Service Level Credits will be applied against the next payment due to DocuSign for the Subscription Services. Subscribers with prepaid accounts may, upon reasonable prior written request, receive Service Level Credits in the form of a cash refund, calculated by applying the Service Level Credit percentage against 1/12 of the annualized prepaid amount.
- 5.3 DocuSign will monitor its actual performance of the Subscription Service against these Service Levels.
- 5.4 DocuSign will make monthly reports available to Subscriber via DocuSign's website to verify DocuSign's performance and compliance with the Availability Key Performance Indicators noted above.
- 5.5 The Service Level Credits will be deemed as liquidated damages, and will constitute Subscriber's sole and exclusive remedy for DocuSign's breach of the applicable Service Levels.
- 5.6 If a single incident gives rise to a breach of multiple Service Levels, as determined by DocuSign in its reasonable judgment, then Subscriber will only be entitled to a Service Level Credit for the breach that is associated with the largest Service Level Credit.
- 5.7 DocuSign will be excused from any Service Level breach, and Subscriber will not be entitled to any Service Level Credit, that is caused by: (i) acts or omissions of Subscribers, its affiliates, or representatives or agents of the foregoing; (ii) any events outside of DocuSign's reasonable control (including, for the avoidance of doubt, any force majeure events); or (iii) delay or failure of Subscriber, its affiliates, or representatives or agents of the foregoing, to perform Subscriber's obligations under the Agreement, including, without limitation, delay or failure of Subscriber to provide DocuSign with required review, approval, rejection or other actions in a timely manner and any other breach of the Agreement by or on behalf of Subscriber that materially adversely impacts DocuSign's ability to achieve the Service Levels.

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